

Proposed site plan for:
CITY AUTO STORAGE PARK



BILL NO. S-76-04-45

SPECIAL ORDINANCE NO. S- Last

AN ORDINANCE authorizing the execution of a deed to Levin & Sons, Inc. for certain real estate owned by the City of Fort Wayne, Indiana.

WHEREAS, the City of Fort Wayne, Indiana, is the owner of certain real estate in Fort Wayne, Indiana, described as follows, to-wit:

Lots #12, #13, #14, #15, #16, #17, #18, #19 and #20, together with Lot #21, except the East 37.5 feet thereof, all in J. B. Whites 5th Addition to the City of Fort Wayne, Indiana, as per plat recorded in Deed Record 79, Page 145 in the Office of the Recorder of Allen County, Indiana,

TOGETHER WITH: 110 feet off the West side of Lot #8, Commissioner's Subdivision of that part of the East Half, Section 1, Township 30 North, Range 12 East, Allen County, Indiana, lying between the Wabash and Erie Canal and the Maumee River as per plat recorded in Circuit Order Book 5, page 335 of the Circuit Court of said County, also described as Lot "A" in J. B. Whites 5th Addition to the City of Fort Wayne, Indiana as per plat recorded in Deed Record 79, Page 145 in the Office of the Recorder of Allen County, Indiana, together with that part of the West Half of Section 1, Township 30 North, Range 12 East, lying North of the northerly right-of-way line of the Norfolk and Western Railroad, South of the South bank of the Maumee River and East of the northerly projection of the East right-of-way line of Harmar Street and all being more particularly described as follows, to-wit:

Beginning at the Northwest corner of Lot #17 in said J. B. Whites 5th Addition, said North-west corner being a point on the East line of said Lot "A"; thence S 00° 31' W (based on an assumed bearing of N 00° 00' East for the East line of Lot #12 in said J. B. Whites 5th Addition and is used as the basis for the bearings in this description) on and along the East line of said Lot "A", a distance of 163.32 feet to the northerly right-of-way line of the Norfolk and Western Railroad; thence southwesterly, on and along said northerly right-of-way line, as established by current railroad right-of-way plans, as follows:

APPROVED AS TO FORM
AND LEGALITY,



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4 S 83 degrees 00' W, a distance of 26.2 feet;
5 thence S 79 degrees 50' W, a distance of 100.2 feet;
6 thence S 83 degrees 08' W, a distance of 101.0 feet;
7 thence S 80 degrees 03' W, a distance of 101.5 feet;
8 thence S 79 degrees 51' W, a distance of 105.4 feet;
9 thence S 72 degrees 45' W, a distance of 102.3 feet;
10 thence S 72 degrees 11' W, a distance of 62.7 feet
to the northerly projection of the easterly right-
of-way line of Harmar Street; thence N 00 degrees
41' W, on and along said northerly projection, 55.1
feet to the top of the South Bank of the Maumee
River; thence northeasterly, on and along said River
Bank as follows:

11 N 56 degrees 23' E, a distance of 112.1 feet;
12 thence N 63 degrees 37' E, a distance of 116.7 feet;
13 thence N 64 degrees 21' E, a distance of 311.2 feet
to the Northwest corner of said Lot "A"; thence N 63
degrees 39' E, continuing along said South bank
122.9 feet to the Northeast corner of said Lot "A";
14 thence S 00 degrees 31' W, on and along the East
line of said Lot "A", a distance of 76.35 feet to the
point of beginning, containing 1.948 acres of land.

15 WHEREAS, this Council has determined that it will be
16 in the best interest of the City of Fort Wayne to execute
17 a deed for the sale of the above described parcel of real
18 estate, on terms and conditions required by law and for a
19 sum not less than the appraiser's evaluation thereof.

20 NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
21 OF THE CITY OF FORT WAYNE, INDIANA:

22 SECTION 1. That the Mayor of the City of Fort Wayne
23 be, and he hereby is, authorized and directed, in the name of
24 and for and in behalf of the City of Fort Wayne, to execute
25 a deed to Levin & Sons, Inc. for the parcel of real estate
26 herein described, such deed to be in the form of a Warranty
27 Deed and to be subject to the terms and conditions as shall
28 be considered necessary or advisable in the best interests
29 of the City of Fort Wayne. The signature of the Mayor on
30 such instrument shall be attested by the City Clerk of the
31 City of Fort Wayne and shall be accompanied by the seal of
32 said City.
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4 SECTION 2. This Ordinance shall be and constitute
5 sufficient authority for the Mayor and the City Clerk of
6 the City of Fort Wayne to execute such a deed and to do all
7 things incidental thereto or necessary therefor.

8 SECTION 3. This Ordinance shall be in full force
9 and effect from and after its passage.
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12 Councilman
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Read the first time in full and in motion by H. Schmidt, seconded by Hinge, and duly adopted; read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due local notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 4-27-76

[Signature]
CITY CLERK

Read the third time in full and on motion by H. Schmidt, seconded by Hinge, and duly adopted, placed on its passage.
Passed (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-HIT
TOTAL VOTES	<u>1</u>	<u>8</u>			
BURNS		<input checked="" type="checkbox"/>			
HINGA		<input checked="" type="checkbox"/>			
HUNTER		<input checked="" type="checkbox"/>			
HOSES		<input checked="" type="checkbox"/>			
HUCKOLS		<input checked="" type="checkbox"/>			
SCHMIDT, D.	<input checked="" type="checkbox"/>				
SCHMIDT, V.		<input checked="" type="checkbox"/>			
STIER		<input checked="" type="checkbox"/>			
TALARICO		<input checked="" type="checkbox"/>			

DATE: 5-11-76

[Signature]
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. _____ on the _____ day of _____, 197____.

ATTEST:

(SEAL)

[Signature]
CITY CLERK

[Signature]
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the _____ day of _____, 197____, at the hour of _____ o'clock _____ H., E.S.T.

[Signature]
CITY CLERK

Approved and signed by me this _____ day of _____, 197____, at the hour of _____ o'clock _____ H., E.S.T.

Bill No. S-76-04-45

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
authorizing the execution of a deed to Levin & Sons, Inc. for certain real
estate owned by the City of Fort Wayne, Indiana

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Adopted PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

Winfield C. Moses, Jr.

John Nuckols

Samuel J. Talarico

Vivian G. Schmidt

William T. Hinga

Winfield C. Moses Jr.

John Nuckols

Samuel J. Talarico

DATE 5/11/76 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

AGREEMENT TO PURCHASE REAL ESTATE

TO: City of Fort Wayne - Board of Public Works OWNERS DATE: March 18, 1976

The undersigned (hereinafter called "Buyer") offers to purchase, upon the terms and conditions set forth below, the real estate in Allen County, Indiana, whose legal description is:

See attached Schedule A

Such real estate is hereinafter called the "Real Estate". Its street address is Coombs Street, Fort Wayne, Indiana

TERMS AND CONDITIONS

The terms and conditions of this Agreement are as follows:

- 1. Purchase Price and Terms.** The purchase price shall be \$ 13,750.00, to be paid in accordance with the terms of Paragraph A (insert A, B, C or D):
 - A. Cash.** The entire Purchase price shall be paid in cash.
 - B. Cash With New Mortgage.** The entire purchase price shall be paid in cash, subject, however, to Buyer's being able to obtain within 30 days from date hereof a first mortgage loan on the Real Estate not less than \$ 13,750.00. If Buyer is unable to obtain such financing within that time, this Agreement shall then terminate and any earnest money deposited hereunder shall be refunded to Buyer without delay. Buyer agrees to make immediate application for such financing. Future financing is subject to discount points Seller agrees to pay and such discount points not to exceed 2 %.
 - C. Cash With Old Mortgage.** The purchase price shall be paid in cash, subject, however, to Buyer's being able to obtain within 30 days from date hereof a first mortgage loan on the Real Estate not less than \$ 13,750.00. If Buyer is unable to obtain such financing within that time, this Agreement shall then terminate and any earnest money deposited hereunder shall be refunded to Buyer without delay. Buyer agrees to make immediate application for such financing. Future financing is subject to discount points Seller agrees to pay and such discount points not to exceed 2 %.
 - D. Land Contract.** Buyer shall pay \$ 1,000.00 in cash upon the execution of a land contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase price in monthly payments not less than \$ 100.00 per month, including 10 % interest, computed on the unpaid balance, plus taxes and insurance. The land contract is to be written upon the Allen County Indiana Bar Association form.
- All earnest money paid under this Agreement shall be deducted from any payment required to be paid in at the closing.
- 2. Taxes and Assessments.** Buyer shall assume and pay the taxes upon the Real Estate due and payable in (May) 1976, and all subsequent taxes. If the tax rate is not finalized, the last rate and due shall be used in this computation. Seller shall pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which on the date of this Agreement are constructed or installed on or about the Real Estate or are serving the Real Estate.
- 3. Possession.** Possession of the Real Estate shall be delivered to Buyer on or before closing. Rents, if any, shall be prorated as of the date of closing. Insurance shall be (prorated) (cancelled) as of the date of closing. Seller will pay all charges for utility services furnished the Real Estate until the date possession is delivered.
- 4. Improvements and Fixtures.** This offer includes all improvements and permanent fixtures used in connection with the Real Estate, including but not necessarily limited to electrical, gas, heating and plumbing fixtures, screens, green doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennas, trees, shrubs, flowers, fences, and N/A. If any, now in or on the Real Estate and the same shall be fully paid for and free of all liens and encumbrances at the time of closing, unless otherwise specified and agreed by Buyer.
- 5. Use.** Buyer represents that his intended use of the Real Estate requires a zoning classification of M-2, and on the date of closing the Real Estate shall be in a district permitting such use.
- 6. Earnest Money.** As earnest money, Buyer deposits with the Seller's agent named below the sum of \$ 1,000.00. Upon acceptance of this offer by Seller, Buyer will deposit with that agent additional earnest money in the sum of \$ N/A.
- 7. Acceptance.** If this offer is accepted, it shall constitute an agreement between Buyer and Seller, binding and inuring to the benefit of them and their respective heirs and personal representatives. If, after acceptance, Buyer fails to complete the purchase as agreed, all earnest money shall be forfeited to Seller as liquidated damages and Seller shall have no other remedy at law or in equity.

If this offer is not accepted in writing on or before _____, 19____, it shall then expire, and all earnest money shall be returned to Buyer without delay.

Other Terms:

This offer shall be contingent upon the Common Council of the City of Fort Wayne adopting an ordinance authorizing this sale for the hereinabove terms and conditions within thirty (30) days hereof.

- 9. Survey.** Seller shall furnish at Seller's expense a certificate of survey of the Real Estate showing the dimensions thereof and the location of all improvements, buildings, fences and other structures as of the date hereof. The survey shall include the setting and locating of corner stakes or pins.
- 10. Abstract of Title.** Prior to closing Seller shall furnish at Seller's expense a properly prepared Abstract of Title for the Real Estate, continued to a date after the date of this Agreement, disclosing a marketable title in Seller. Buyer will have the abstract examined by his attorney and will submit a legal opinion thereon without unreasonable delay. Seller will have a reasonable time to meet such requirements, if any, as may be necessary to render marketable his title to the Real Estate according to the Standards of Marketability of Abstracts of Title as adopted by the Allen County Indiana Bar Association.
- 11. Closing.** This transaction shall be closed as soon as title to the Real Estate meets necessary legal requirements and Buyer obtains the necessary financing, if any, as hereinabove provided. At closing, Buyer shall make payment of the purchase price as provided in Section 1 above, and Seller shall deliver to Buyer a properly prepared and executed General Warranty Deed or Land Contract, conveying or contracting to convey the Real Estate and all improvements thereon in the same condition they now are, usual wear and tear excepted. The deed shall be accompanied by a Closing Affidavit. Seller shall assume the risk of loss or damage to the Real Estate and all improvements thereon until the delivery of the General Warranty Deed or Land Contract. In the event the Real Estate and all improvements thereon cannot be conveyed or contracted to be conveyed to Buyer in substantially their present condition, usual wear and tear excepted, this Agreement, at Buyer's election, shall not be binding upon Buyer, and earnest money deposited hereunder shall be returned to Buyer without delay.
- 12. Miscellaneous.** Buyer has personally inspected and examined the Real Estate and makes this offer in good faith. All the terms and conditions are stated herein, there being no verbal agreements. Headings are inserted for convenience only and do not constitute a part of this Agreement. Whenever necessary and where the context admits, the singular terms "Buyer" and "Seller" and their related pronouns include the plural, the masculine, and the feminine.

BUYER: _____
BY: Barry Pass
ADDRESS: 3101 Maumee Avenue, Fort Wayne, Indiana PHONE: 743-5461

ACCEPTANCE BY SELLER

The undersigned Seller accepts the above offer and agrees with its terms and conditions. Seller also agrees to pay its agent named below a commission of \$ _____, which shall be deducted from the first payment made to Seller. Seller also authorizes its agent to hold all money deposits in escrow until the closing of this transaction. This acceptance is subject, nevertheless, to the conditions, if any, immediately following:

That price shall be \$15,000.00 and that agreement is subject to approval by all appropriate authorities and further that expense of appraisal be borne by buyer, and further that survey expense be borne by the buyer.

DATE: April 8 1976
SELLER: Henry P. Wehrenberg SELLER: _____
ADDRESS: Henry P. Wehrenberg, Chairman, Board of Public Works PHONE: _____

AGENT OF SELLER

As agent for Seller, the undersigned agent acknowledges receipt of earnest money deposited with him in the following amounts and on the dates indicated:

The undersigned buyer accepts the above counter proposal and agrees with its terms and conditions.

LEVIN & SONS, INC.
By: Barry Pass
Barry Pass

Lots #12, #13, #14, #15, #16, #17, #18, #19 and #20, together with Lot #21, except the East 37.5 feet thereof, all in J. B. Whites 5th Addition to the City of Fort Wayne, Indiana, as per plat recorded in Deed Record 79, Page 145 in the Office of the Recorder of Allen County, Indiana.

TOGETHER WITH: 110 feet off the West side of Lot #8, Commissioner's Subdivision of that part of the East Half, Section 1, Township 30 North, Range 12 East, Allen County, Indiana, lying between the Wabash And Erie Canal and the Maumee River as per plat recorded in Circuit Order Book 5, Page 335 of the Circuit Court of said County, also described as Lot "A" in J. B. Whites 5th Addition to the City of Fort Wayne, Indiana as per plat recorded in Deed Record 79, Page 145 in the Office of the Recorder of Allen County, Indiana, together with that part of the West Half of Section 1, Township 30 North, Range 12 East, lying North of the Northerly right-of-way line of the Norfolk and Western Railroad, South of the South Bank of the Maumee River and East of the Northerly projection of the East right-of-way line of Harmar Street and all being more particularly described as follows, to wit:

Beginning at the Northwest corner of Lot #17 in said J. B. Whites 5th Addition, said Northwest corner being a point on the East line of said Lot "A", thence S 00°-31' W (based on a assumed bearing of N 00°-00' E for the East line of Lot #12 in said J. B. Whites 5th Addition and is used as the basis for the bearings in this description) on and along the East line of said Lot "A", a distance of 163.32 feet to the Northerly right-of-way line of the Norfolk and Western Railroad; thence Southwesterly, on and along said Northerly right-of-way line, as established by current railroad right-of-way plans, as follows:

thence S 83°-00' W, a distance of 26.2 feet;
thence S 79°-50' W, a distance of 100.2 feet;
thence S 83°-08' W, a distance of 101.0 feet;
thence S 80°-03' W, a distance of 101.5 feet;
thence S 79°-51' W, a distance of 105.4 feet;
thence S 72°-45' W, a distance of 102.3 feet;
thence S 72°-11' W, a distance of 62.7 feet to the Northerly projection

of the Easterly right-of-way line of Harmar Street; thence N 00°-41' W, on and along said Northerly projection, 55.1 feet to the top of the South Bank of the Maumee River; thence Northeasterly, on and along said River Bank as follows:

thence N 56°-23' E, a distance of 112.1 feet;
thence N 63°-37' E, a distance of 116.7 feet;
thence N 64°-21' E, a distance of 311.2 feet
to the Northwest corner of said Lot "A"; thence
N 63°-39' E, continuing along said South bank,
122.9 feet to the Northeast corner of said Lot "A"; thence S 00°-31' W,

on and along the East line of said Lot "A", a distance of 76.35 feet to the point of beginning, containing 1.948 acres of land.

HARDING, DAHM & COMPANY

April 7, 1976

James E. Harding,
M.A.L., S.I.R., C.R.E.

Board of Public Works
City of Fort Wayne
City-County Building
One Main Street
Fort Wayne, Indiana 46802

Attention: Mr. Henry P. Wehrenberg, Chairman

Gentlemen:

In accordance with your request, I have personally inspected unimproved real estate located between Coombs Street on the east, the New York Central and St. Louis Railroad on the south, and the Maumee River on the north and west, which is legally described as:

Lots #12, #13, #14, #15, #16, #17, #18, #19 and #20, together with Lot # 21, except the East 37.5 feet thereof, all in J. B. Whites 5th Addition to the City of Fort Wayne, Indiana, as per plat recorded in Deed Record 79, Page 145 in the Office of the Recorder of Allen County, Indiana,

TOGETHER WITH: 110 feet off the West side of Lot # 8, Commissioner's Subdivision of that part of the East Half, Section 1, Township 30 North, Range 12 East, Allen County, Indiana, lying between the Wabash and Erie Canal and the Maumee River as per plat recorded in Circuit Order Book 5, Page 335 of the Circuit Court of said County, also described as Lot "A" in J. B. Whites 5th Addition to the City of Fort Wayne, Indiana as per plat recorded in Deed Record 79, Page 145 in the Office of the Recorder of Allen County, Indiana, together with that part of the West Half of Section 1, Township 30 North, Range 12 East, lying North of the northerly right-of-way line of the Norfolk and Western Railroad, South of the South Bank of the Maumee River and East of the northerly projection of the East right-of-way line of Harmar Street and all being more particularly described as follows, to wit:

Beginning at the Northwest corner of Lot # 17 in said J. B. Whites 5th Addition, said Northwest corner being a point on the East line of said Lot "A"; thence

S 00 degrees 31' W (based on an assumed bearing of N 00 degrees 00' East for the East line of Lot # 12 in said J. B. Whites 5th Addition and is used as the basis for the bearings in this description) on and along the East line of said Lot "A", a distance of 163.32 feet to the northerly right-of-way line of the Norfolk and Western Railroad; thence southwesterly, on and along said northerly right-of-way line, as established by current railroad right-of-way plans, as follows:

S 83 degrees 00' W, a distance of 26.2 feet;
thence S 79 degrees 50' W, a distance of 100.2 feet;
thence S 83 degrees 08' W, a distance of 101.0 feet;
thence S 80 degrees 03' W, a distance of 101.5 feet;
thence S 79 degrees 51' W, a distance of 105.4 feet;
thence S 72 degrees 45' W, a distance of 102.3 feet;
thence S 72 degrees 11' W, a distance of 62.7 feet to the northerly projection of the easterly right-of-way line of Harmar Street; thence N 00 degrees 41' W, on and along said northerly projection, 55.1 feet to the top of the South Bank of the Maumee River; thence northeasterly, on and along said River Bank as follows:

N 56 degrees 23' E, a distance of 112.1 feet;
thence N 63 degrees 37' E, a distance of 116.7 feet;
thence N 64 degrees 21' E, a distance of 311.2 feet to the Northwest corner of said Lot "A"; thence N 63 degrees 39' E, continuing along said South bank 122.9 feet to the Northeast corner of said Lot "A"; thence S 00 degrees 31' W, on and along the East line of said Lot "A", a distance of 76.35 feet to the point of beginning, containing 1.948 acres of land.

It has been determined that subject property, which fronts 180.6 feet on the west side of Coombs Street and which contains a total area of approximately 3.24 acres, is zoned M-2, General Industrial, in accordance with Fort Wayne's General Zoning Ordinance.

From matters considered pertinent to estimating value, I have formed the opinion, based upon an analysis of comparable land sales that the fair market value of subject property, in even figures, as of April 2, 1976, the date of inspection, was:

FIFTEEN THOUSAND (\$15,000) DOLLARS

Fair market value is defined as the highest price estimated in terms of money which a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with knowledge of all the uses to which it is adapted and for which it is capable of being used.

April 7, 1976

This appraisal is made subject to the following contingent and limiting conditions:

That the legal description is correct;

That title to the property is good and merchantable;

That the property is free and clear of all liens;

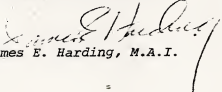
That there are no encroachments;

That no survey has been made of the property;

That all the data used in compiling this report was furnished the appraiser by sources considered reliable and was, as far as possible, checked; however, I do not guarantee correctness;

That I, by reason of this appraisal, am not required to give testimony or attendance in court or at any hearing with reference to the property in question, unless arrangements have been previously made therefor.

Respectfully submitted,


James E. Harding, M.A.I.

JEH:pi



500 Coombs Street

Fort Wayne, Indiana 46803

Phone 743-4518

April 22, 1976

Councilman John Nuckols
1st Floor - City County Bldg.
Fort Wayne, Indiana

Dear Mr. Nuckols:

We are writing to you concerning the property, formerly American Coal and Supply Co., on Coombs and Cochran.

Recently you informed us that this property, which was given to the City of Fort Wayne, is to be a Fort Wayne Auto Park. The original understanding when Lincoln National Bank gave this to the City there would be a City Park erected.

We would appreciate any assistance so that the Auto Park is not erected at this site. We feel that this would cause several problems for all the residents and businesses in the surrounding areas.

Eventually this would become an junk yard which would be an eye sore for the community. Also it will create a great place for the children to cause vandalism, by throwing rocks and other debris, which would spread thru out the community. Being an secluded and dark area, which could intimate unsavory individuals like those that murdered the 5 year old boy. Whose body was discovered about 4 1/2 years ago, in an old building which was on this same property.

We are sure that no person would want another tragedy to occur.

As you know there is 7 acres facing the river. This would be an ideal site for a City Park or Senior Citizens housing.

Thank you in advance for any action that you can take in preventing the above to become possible.

Yours truly,

Abe J. Kaplan
Abe J. Kaplan
A. J. Kay, Inc.

Copy To

Byron Kunkley Park Board Chairman

68

WE, THE UNDERSIGNED, PROTEST THE PROPOSED ABANDONED CAR STORAGE
AREA ON COOMBS STREET (FORMER AMERICAN COAL & SUPPLY CO.):

NAME	ADDRESS
Almeta Houston	1114 Liberty
George Houston	1114 Liberty
Mrs. Mrs. Melvyn Grog	1116 Liberty
Mrs. Betty Thierne	1118 Liberty
Lillian King	1118 Liberty
William Jordan Jr.	1118 Liberty
Emma Brister	1119 Liberty
Agnes Haged	1124 Liberty St.
Carol Marcus	1212 Liberty St.
Marie Bond	1215 Liberty St.
Calvin Flores	1107 Liberty
Gay Felt	1217 Liberty St.
John J. Felt	1217 Liberty St.
Keshaw L. Felt	1217 Liberty St.
Mr. & Mrs. Dennis Jordan	715 Canal Street
Mrs. Mack Kenneth Jordan	711 Canal St.
Mr. & Mrs. Carl Schoenher	1219 E. Berry
Mrs. Grace Fox	819 Canal St.
Ann Helen Mettler	1212 E. Wayne St.
Sharon Wright	1208 E. Wayne St.
Samuel L. LaComa	1208 E. Wayne St.
Mary A. Brifogle	1213 E. Wayne St.
Leah C. Fast	1206 E. Wayne
Ethel Jenkins	1205 E. Wayne
Mrs. Florence Rogers	1023 E. Wayne
Lawrence Lower	819 Coombs
Idelen E. Parish	1028 Liberty St.
Edna L. McKimney	1035 Liberty
Margie M. Smith	1107 Liberty
J. Abroad	1107 Liberty
Martha Wallace	1108 Liberty St.
Jack Lockman	1111 Liberty St.
John H. Wesley	1209 Liberty St.
Janet Butler	1121 Liberty St.
Don Butler	1121 Liberty St.

Received on
5/11/76
E. W. Williams

WE, THE UNDERSIGNED, PROTEST THE PROPOSED ABANDONED CAR STORAGE
AREA ON COOMBS STREET (FORMER AMERICAN COAL & SUPPLY CO.):

NAME	ADDRESS
Mrs. A. Bishop	1125-1127 E. Hayes St.
Mrs. A. Bishop	- 1106 E. Hayes St.
Mrs. A. Bishop	- 1104 E. Hayes St.
Mrs. A. Bishop	1106 E. Berry St.
Mrs. A. Bishop	815 Coomb St.
Samuel D. Hutton	1204 Liberty St.
Willie E. McKinnis	715 Coombs St.
Gallie McKinnis	713 Coombs St.
Mrs. Dorothy Jasper	1023 E. Berry St.
Mrs. Hayward Jasper	1023 E. Berry St.
Mrs. & Mrs. Mel Bucherling	1103 Liberty St.
Mrs. & Mrs. Frank L. Minton	917 Campbell St.
Mrs. & Mrs. Thos. S. Jackson	901 Liberty St.
Mrs. Mary Powell	919 Eliza St.
Mrs. Robert Ferguson	901 Liberty
A. Clemens	913 Liberty
V. C. L. M. 1125	- " -
Edith Trice	919 Liberty
Essie Hutton	944 Liberty
Dorcas Hadden	940 Liberty
Wm. Raymond F. Wallis	1019 Liberty
Raymond F. Wallis	1019 Liberty
Ernest F. Wallis	1019 Liberty
Burnette F. Wallis	1019 Liberty
Clara Morris	1007 Liberty
Drene Pearson	1005 Liberty
C. F. Ford	1108 1/2 Liberty
Minnie M. Balam	1004 Liberty
Mrs. & Mrs. Albert Alexander	922 Liberty St.
Mrs. Noah Lottmeyer	406 River Bend Ct.

DIGEST SHEET

J-76-04-45

TITLE OF ORDINANCE Special Ordinance - Concerning sale of city property

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Covers proposal from Levin & Sons to purchase city property located between Coombs Street on the east, New York and St. Louis Railroad on the south and the Maumee River on the north and west. The property was deeded to the City by Lincoln Bank in 1974. The amount of the proposal is \$15,000.00, which is the amount of the appraisal. The property is zoned M-2.

The configurations, location and visibility makes its usage limited. This Board is not sure why it was ever accepted by the City since the bank had made various attempts to sell it but to no avail.

(SEE ATTACHED PROPOSAL AND APPRAISAL)

EFFECT OF PASSAGE \$15,000.00 revenue to City. Places property back on tax roll

EFFECT OF NON-PASSAGE City will need to maintain property with no probable future sale.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Revenue to City - \$15,000.00

ASSIGNED TO COMMITTEE Finance JJS